

RECORDATION NO. 19961-J FILED

APR 14 '00 4-20 PM

SURFACE TRANSPORTATION BOARD
ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
—
(202) 393-2266
FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

April 14, 2000

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplement No. 6 to Security Agreement-Chattel, dated as of April 14, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 19961.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: National Bank of Canada
125 West 55th Street
New York, New York 10019

A description of the 58 SHPX railcars being ADDED to the Security Agreement are set forth on Schedule A-1 attached hereto, and the 60 ACFX and SHPX railcars being DELETED from the Security Agreement are set forth on Schedule A-2 attached thereto.

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
160	CERESTAR USA INC	7455	SHPX	202806
160	CERESTAR USA INC	7455	SHPX	202807
160	CERESTAR USA INC	7455	SHPX	202809
160	CERESTAR USA INC	7455	SHPX	202813
160 Count				4
1446	MONSANTO COMPANY	7474	SHPX	202933
1446 Count				1
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203226
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203232
1258	EQUISTAR CHEMICALS, LP	53470081	SHPX	203235
1258 Count				3
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463541
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463542
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463543
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463544
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463545
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463546
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463547
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463548
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463549
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463550
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463551
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463552
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463553
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463554
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463555
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463556
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463557
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463558
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463559
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463560
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463561
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463562
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463563
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463564
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463565
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463566
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463567
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463568
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463569
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463570
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463571
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463572
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463573
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463574
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463575
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463576
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463577
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463578
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463579
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463580
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463581
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463582
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463583
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463584
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463585
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463586
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463587
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463588
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463589
170	EXXON CHEMICAL AMERICAS	72800062	SHPX	463590
170 Count				50
Grand Count				58

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
398	CREANOVA, INC.	7246	SHPX	220721
398 Count				1
538	METHANEX CORPORATION	6616	ACFX	200358
538	METHANEX CORPORATION	6616	ACFX	200359
538	METHANEX CORPORATION	6616	ACFX	200362
538	METHANEX CORPORATION	6616	ACFX	200363
538	METHANEX CORPORATION	6616	ACFX	200364
538	METHANEX CORPORATION	6616	ACFX	200365
538	METHANEX CORPORATION	6616	ACFX	200366
538	METHANEX CORPORATION	6616	ACFX	200367
538	METHANEX CORPORATION	6616	ACFX	200368
538	METHANEX CORPORATION	6616	ACFX	200369
538	METHANEX CORPORATION	6616	ACFX	200370
538	METHANEX CORPORATION	6616	ACFX	200371
538	METHANEX CORPORATION	6616	ACFX	200372
538	METHANEX CORPORATION	6616	ACFX	200373
538	METHANEX CORPORATION	6616	ACFX	200374
538	METHANEX CORPORATION	6616	ACFX	200375
538	METHANEX CORPORATION	6616	ACFX	200376
538	METHANEX CORPORATION	6616	ACFX	200377
538	METHANEX CORPORATION	6616	ACFX	200378
538	METHANEX CORPORATION	6616	ACFX	200379
538	METHANEX CORPORATION	6616	ACFX	200380
538	METHANEX CORPORATION	6616	ACFX	200381
538	METHANEX CORPORATION	6616	ACFX	200382
538	METHANEX CORPORATION	6616	ACFX	200383
538	METHANEX CORPORATION	6616	ACFX	200384
538	METHANEX CORPORATION	6616	ACFX	200385
538	METHANEX CORPORATION	6616	ACFX	200386
538	METHANEX CORPORATION	6616	ACFX	200387
538	METHANEX CORPORATION	6616	ACFX	200388
538	METHANEX CORPORATION	6616	ACFX	200389
538	METHANEX CORPORATION	6616	ACFX	200390
538	METHANEX CORPORATION	6616	ACFX	200391
538	METHANEX CORPORATION	6616	ACFX	200392
538	METHANEX CORPORATION	6616	ACFX	200393
538	METHANEX CORPORATION	6616	ACFX	200394
538	METHANEX CORPORATION	6616	ACFX	200395
538	METHANEX CORPORATION	6616	ACFX	200396
538	METHANEX CORPORATION	6616	ACFX	200397
538	METHANEX CORPORATION	6616	ACFX	200399
538	METHANEX CORPORATION	6616	ACFX	200400
538	METHANEX CORPORATION	6616	ACFX	200401
538	METHANEX CORPORATION	6616	ACFX	200403
538	METHANEX CORPORATION	6616	ACFX	200404
538	METHANEX CORPORATION	6616	ACFX	200432
538	METHANEX CORPORATION	6616	ACFX	200433
538	METHANEX CORPORATION	6616	ACFX	200441
538 Count				46

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
1482	OMYA INCORPORATED	6617	ACFX	200329
1482	OMYA INCORPORATED	6617	ACFX	200330
1482	OMYA INCORPORATED	6617	ACFX	200332
1482	OMYA INCORPORATED	6617	ACFX	200335
1482	OMYA INCORPORATED	6617	ACFX	200337
1482	OMYA INCORPORATED	6617	ACFX	200338
1482	OMYA INCORPORATED	6617	ACFX	200339
1482	OMYA INCORPORATED	6617	ACFX	200340
1482	OMYA INCORPORATED	6617	ACFX	200341
1482	OMYA INCORPORATED	73390001	SHPX	201844
1482	OMYA INCORPORATED	73390001	SHPX	201852
1482	OMYA INCORPORATED	73390001	SHPX	201853
1482	OMYA INCORPORATED	73390001	SHPX	201854
1482 Count				13
Grand Count				60

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~~SURFACE TRANSPORTATION BOARD~~

SUPPLEMENT NO. 6

TO

SECURITY AGREEMENT - CHATTEL MORTGAGE

SUPPLEMENT No. 6 dated as of April 14th, 2000 (this "Supplement") to the Security Agreement - Chattel Mortgage dated as of March 6, 1996 (as amended, supplemented or modified from time to time, the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and National Bank of Canada (the "Secured Party").

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases and agrees that such Equipment and Equipment Leases shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 2.01 of the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to "Equipment" or "Equipment Lease" in the Loan Agreement or any other of Loan documents shall be deemed to include a reference to the Equipment and the Equipment Leases described on Schedule A-1 hereto.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases described on Schedule A-2 hereto and the Secured Party hereby agrees that such Equipment and Equipment Leases shall no longer be included in the Collateral, and hereby releases and terminates its Lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases. Schedule A-2 hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to "Schedule A" in the Security Agreement, and each reference to "Schedule A to the Security Agreement" in the Loan Agreement or any other Loan documents, shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to "Equipment" or "Equipment Leases" in the Loan Agreement or any other Loan documents shall no longer include a reference to the equipment described on Schedule A-2 hereto.

(c) It is hereby agreed that each reference to the "Security Agreement" and "this Agreement" in the Security Agreement, and each reference to the "Security Agreement" in the Loan Agreement and each of the other Loan documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.


3. Ratification. All of the terms and conditions of the Security Agreement are hereby incorporated into this Supplement by reference thereto as fully and to the same extent as if set forth herein and except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this ____th day of April, 2000.

ACF INDUSTRIES, INCORPORATED

By: 

Name: Robert J. Mitchell

Title: Senior Vice President-Finance

NATIONAL BANK OF CANADA

By: _____

Name:

Title:

NATIONAL BANK OF CANADA

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of this 12th day of April, 2000.

ACF INDUSTRIES, INCORPORATED

By:

Name: Robert J. Mitchell

Title: Senior Vice President-Finance

National Bank of Canada

By: Michael F. McIntyre

Name: Michael F. McIntyre

Title: Assistant Vice President

By: Vincent Lima


Name: Vincent Lima

Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of , 2000, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

INA J. KURCZ
Notary Public, State of New York
No. 02KU5053436
Qualified in New York County
Commission Expires Dec. 18, 20 01


Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of April, 2000, before me, personally appeared _____, to me known, who being by me duly sworn, says that he resides in _____ and is _____ of NATIONAL BANK OF CANADA; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of , 2000, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 12th day of April, 2000, before me, personally appeared Michael F. McIntyre, to me known, who being by me duly sworn, says that he resides in Bergen Couty, NJ and is Assistant Vice President of National Bank of Canada; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

AVA R. WOLFE
Notary Public, State of New York
No. 02-W05036064
Qualified in Kings County
Commission Expires November 21, 20 00

Ava R Wolfe
Notary Public

STATE OF New York)
) ss.:
COUNTY OF New York)

On this 12th day of April, 2000, before me, personally appeared Vincent Lima, to me known, who being by me duly sworn, says that he resides in Richmond County, NY and is Vice President of National Bank of Canada; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

AVA R. WOLFE
Notary Public, State of New York
No. 02-W05036064
Qualified in Kings County
Commission Expires November 21, 20 00

Ava R Wolfe
Notary Public

Lessee Code	Lessee	Contract	Rptg Mark	Car Number
160	CERESTAR USA INC	7455	SHPX	202806
160	CERESTAR USA INC	7455	SHPX	202807
160	CERESTAR USA INC	7455	SHPX	202809
160	CERESTAR USA INC	7455	SHPX	202813
160 Count				4
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1258 Count				3
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170 Count				50
Grand Count				58

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538	METHANEX CORPORATION	6616	ACFX	200395
538	METHANEX CORPORATION	6616	ACFX	200396
538	METHANEX CORPORATION	6616	ACFX	200397
538	METHANEX CORPORATION	6616	ACFX	200399
538	METHANEX CORPORATION	6616	ACFX	200400
538	METHANEX CORPORATION	6616	ACFX	200401
538	METHANEX CORPORATION	6616	ACFX	200403
538	METHANEX CORPORATION	6616	ACFX	200404
538	METHANEX CORPORATION	6616	ACFX	200432
538	METHANEX CORPORATION	6616	ACFX	200433
538	METHANEX CORPORATION	6616	ACFX	200441
538 Count				46

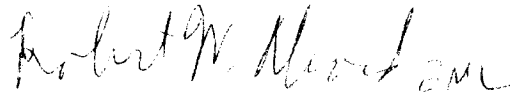
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1482	OMYA INCORPORATED	6617	ACFX	200332
1482	OMYA INCORPORATED	6617	ACFX	200335
1482	OMYA INCORPORATED	6617	ACFX	200337
1482	OMYA INCORPORATED	6617	ACFX	200338
1482	OMYA INCORPORATED	6617	ACFX	200339
1482	OMYA INCORPORATED	6617	ACFX	200340
1482	OMYA INCORPORATED	6617	ACFX	200341
1482	OMYA INCORPORATED	73390001	SHPX	201844
1482	OMYA INCORPORATED	73390001	SHPX	201852
1482	OMYA INCORPORATED	73390001	SHPX	201853
1482	OMYA INCORPORATED	73390001	SHPX	201854
1482 Count				13
Grand Count				60

Mr. Vernon A. Williams
April 14, 2000
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bg
Enclosures